

**REQUEST FOR PROPOSAL**  
For  
**FOOD SERVICE MANAGEMENT**

**Original release: May 16, 2019**

The **Biloxi Public School District** (SFA) is accepting proposals for the MANAGEMENT OF FOOD SERVICE S OPERATIONS from qualified Food Service Management Companies (FSMC).

Proposal due date is **June 13, 2019** by 10:00 a. m. local time.

Proposals should be sealed, boxed, and labeled:

FOOD SERVICES MANAGEMENT PROPOSAL, with the appropriate date and time on label.

The Biloxi Public Schools located in Harrison County serves only the city of Biloxi, Mississippi. Detailed demographics will be available at the pre-proposal conference. There are eight schools; six thousand two hundred fifty students, housed in one High School; one Junior High School; one Upper Elementary; and five Elementary Schools.

Type of Agreement: The Agreement to be negotiated with the successful FSMC will be for a “Cost of Operations, plus Fee” type.

All FSMC proposing must be aware of all current and pending federal regulations regarding school food service management, (such as all recent and upcoming changes in the USDA regulation related to the HHFKA).

By submitting a proposal all FSMC acknowledge their compliance of all existing and proposed federal guidelines that may affect a FSMC.

Proposals should be sent to:

Biloxi Public Schools  
160 St. Peters Av.  
Biloxi, MS. 39530  
Attention: Kassie Bourque

All bids should include one (1) original and four (4) copies for a total of five (5) Proposals if mailed, with an option to submit electronically at [www.centralbidding.com](http://www.centralbidding.com). For any questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

Enclosed are the requirements and specifications, along with our proposed evaluation process.

The **Biloxi Public School District** reserves the right to waive any and all guidelines herein and to reject any and all proposals if considered to be in the best interest of the School District. Additionally, the SFA may conduct negotiations deemed necessary and appropriate.

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## GENERAL INFORMATION

### Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program at the Biloxi Public Schools for the SY 2019-2020, with the option, by mutual agreement, for four one year extensions.

### Employees

**Management:** This is to be the responsibility of the FSMC. All FSMC are to provide a resume of their Director candidate.

**Site-Based and Office staff:** RFP responses must include a staffing schedule (Exhibit B) detailing hours, wage rate, days paid, annual salary and benefits cost for each proposed position. The FSMC will offer their benefit plan and must allow for the original district associates known as “grandfathered” associates to receive employee only benefits at no cost to the associate. The current number of grandfathered employees is 12.

### Procurement Method

The SFA is utilizing a request for proposal format, which will allow the SFA to enter into negotiation with the FSMC whom the SFA has selected after evaluation of the proposals. The SFA may require a site visitation of selected FSMC current reference clients as listed in the proposal, if the SFA deems necessary to the evaluation process. Any such visitation will be scheduled through the FSMC. The SFA reserves the right to reject any and all proposals and to waive any irregularities in proposals and to make all decisions in the best interest of the SFA.

### Proposal Evaluation Criteria

A committee using the following criteria with assigned weights as indicated will evaluate proposals. Each area of the evaluation should be addressed in the proposal. District reserves the right to adjust weight for additional unforeseen criteria.

<u>Weight</u>	<u>Criteria</u>
20 points	Company Experience and References
10 points	Marketing Programs
20 points	Staffing, Training and Transition Plans
15 points	Nutrition: Menus, Nutrition Education & Nutrient Analysis
35 points	Financial Plan including Fee structure

### Oral Presentation

Oral presentations, if required, will be scheduled by the SFA with the FSMC.

### Proposal Submission and Award

1. Sealed proposals are to be submitted to the SFA. Proposal is to be submitted in a sealed box marked "Food Service Management Proposal." Send one (1) original and four (4) copies of the proposal. There is an option to submit electronically at [www.centralbidding.com](http://www.centralbidding.com). For any questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.
2. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA.
3. Award shall be made to the qualified and responsible FSMC whose proposal is deemed in the best interest of the District by the evaluation process.
4. FSMC must fully inform themselves as to the conditions, requirements and specifications before submitting proposal.

#### Incurring Costs

The SFA is not liable for any cost incurred by the FSMC prior to the signing of a contract.

#### Contract Terms

This contract shall be for an approximate period of one year beginning on August 1, 2019 and ending July 31, 2020 with up to four one (1) year renewals with mutual agreement between the SFA and the FSMC.

The food service program shall be managed so as to be a self-supporting operation for the District. The selected FSMC and the SFA will establish mutually acceptable financial plans based on proposals and written contractual obligations. The Food Service program shall meet all requirements of the National School Lunch and School Breakfast Programs of the United States Department of Agriculture, and the Mississippi Department of Education.

The selected FSMC shall submit a budget in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to manage the food service operation in a self-supporting status. **The SFA shall retain ultimate control over meal prices, and all appropriate elements of the food service program.**

Terms of the actual agreement with the successful FSMC will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

#### Pre-Proposal Meeting/Survey of School

There will be a MANDATORY PRE-PROPOSAL CONFERENCE for interested FSMC to review the RFP, and to clarify any questions with school officials on May 23, 2019 at 9:00 a.m. in the Biloxi Jr. High Conference room at 1921 Tribe Drive, Biloxi, MS 39532, with a tour of current operations occurring afterwards at the Jr. High, High school, and Elementary school

### RFP Timeline

May 23, 2019	9:00 p.m. - Pre-Proposal Conference A maximum of two representatives from interested companies may attend.
June 13, 2019	Proposals Due 10:00 a.m. local time
June 17, 2019	Presentations if deemed necessary by SFA (optional)
June 18, 2019	Recommendation to School Board
June 25, 2019	SFA Action - An agreement shall be negotiated between SFA and FSMC upon award of contract.
July 2, 2019	SA Action - Department of Education review and approval required after all negotiations are complete.
August 1, 2019	FSMC to begin service

Prior to and after the pre-proposal conference, no oral interpretation will be made to any FSMC as to the meaning of the RFP. Clarifications shall be made at the pre-proposal conference. FSMC may submit questions via email until May 20, 2019. Every FSMC will be notified of all questions and answers including any necessary addendum(s) to the RFP via email.

Surveys: FSMCs will be escorted to tour Biloxi Jr High, Biloxi High, and North Bay Elementary School immediately following the Pre-Proposal Conference. All FSMC are required to follow school visitation protocol during their survey. The FSMC survey team may be no more than (2) personnel. Please ensure no disruption of the food service operation, as well as the learning environment. DO NOT TAKE PICTURES with students in the cafeteria as this violates student privacy privileges guaranteed by the privacy act.

### Bonding and Insurance Requirement:

Proposal Guarantee: FSMC shall submit with the proposal, a proposal guarantee in the amount of the Two Hundred Fifty Thousand Dollars, \$250,000, which shall be in the form of a firm commitment such as a proposal bond, proposal surety, certified check, cashier's check or irrevocable letter of credit. Proposal guarantees will be returned (a) to unsuccessful FSMC as soon as practicable after the opening of proposals; and (b) to the successful FSMC upon execution of such further contractual documents (i.e. insurance coverage) and bonds as required by the proposal.

As a condition of entry into a contract, the successful FSMC shall provide to the SFA a

performance bond equaling Two Hundred Fifty Thousand Dollars, \$250,000. This

performance bond will guarantee the vendor's faithful performance throughout the life of the contract.

Insurance: FSMC must carry at minimum \$1,000,000 comprehensive general liability insurance, including contractual and product liability coverage. Worker's compensation as per state requirements will also be provided. FSMC must carry full coverage on a district owned vehicle that will be used by the FSMC for use in delivery of commodities and other items from the school district warehouse. Please provide certificates evidencing such coverage.

### Selection of Manager

The SFA reserves the right to interview and approve the selected FSMC on-site food service director(s), such approval not to be unreasonably withheld.

### Meal Equivalents

For the purpose of making the meal count computation, the number of lunches/breakfasts served to children shall be determined by actual count. The FSMC and SFA shall determine Extra Food Sales meal equivalents by dividing the Extra Food Sales revenue by **\$3.00**. Extra Food Sales revenue shall include adult meals and Extra Food Sales to students and adults.

### Objectives of the SFA

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program and upgrade objectives:

1. To provide an appealing and nutritionally sound traditional lunch and Extra Food Sales programs for students as economically as possible.
2. To promote nutritional awareness whenever the food service can interface with SFA programs.
3. Ensure good participation by quality food and service to all schools, by successful menu variation and planning, by better marketing techniques, and by a strong emphasis on public relations.
4. Provide a management staff and structure that will ensure that the SFA school food program is one of consistent quality and of positive regard by students, staff and the public.
5. Establish a formal structure to routinely and continuously gather input from students, staff and the public about food services.
6. Establish and conduct staff training programs, which will ensure staff development,

proper supervision and consistent quality control and safety both in production and service.

7. Establish a Financial plan to operate the school lunch program in a self-sufficient operation that will not require any special subsidy. The FSMC financial response must ensure a breakeven program return inclusive of SFA direct expenses in the amount of \$350,000. The breakdown of cost is as follows:
  - District labor/fringe cost of \$100,000
  - District depreciation/indirect cost of \$125,000
  - District other cost of \$125,000
8. Provide a financial reporting system that meets Federal, State, and SFA requirements.

#### Proposal Format

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must address the following:

A. Required Documents - includes:

1. List the name, address, email address, and telephone numbers of the person to be contacted regarding this RFP. Signed by officer of the FSMC.
2. Proposal Bonding documents.
3. Proof of Insurance as required.
4. Financial: Exhibit F – Food service program proposed budget (Excel format)

B. Proposal Executive Summary

1. Highlight the major features of the proposal, (see evaluation criteria), and identify any supporting information pertinent to the proposal. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Proposal Summary.

C. Company Experience and References (20 points)

1. Provide a brief description of your Company. (Limit 5 pages).
2. References: Please include Reference name, address, contact name, and phone number for the following:
  - a. List at least three (3) references in the state of Mississippi and/or an adjacent State where the FSMC is currently operating National School Foodservice Programs.
  - b. List all discontinued National School Foodservice Program contracts in the states of Mississippi and/or Southeastern Region for the past 5 years.

D. Marketing Programs (10 points)

1. Describe your Marketing Plans. Include all grade levels.
2. Describe your plans regarding involvement of Students, Parents, & Staff; and plans for maximizing Free and Reduced participation.

E. Staffing, Training and Transition Plans (20 points)

1. Describe your programs for personnel development, both management and hourly employees.
2. Submit Exhibit B - Wage and Hour Schedule. RFP responses must include a staffing schedule (Exhibit B) detailing hours, wage rate, days paid, annual salary and benefits cost for each proposed position. The FSMC will offer their benefit plan and must allow for the original district associates known as “grandfathered” associates to receive employee only benefits at no cost to the associate. The current number of grandfathered employees is 12.
3. The FSMC must outline the benefit packages offered to associates and how eligibility for benefits is determined. The FSMC should explain how they calculate hours to determine an associate as full time.

F. Nutrition: Menus, Nutrition Education & Nutrient Analysis (15 points)

1. Provide a twenty-one-day menu cycle with Nutritional analysis for breakfast and lunch elementary, middle and high school.
2. Describe your company's Nutrition Education programs.
3. Show proof that your company is nutritionally aware, especially as regards USDA regulations.

G. Financial Plan Including Fee Structure (35 points)

1. Submit Exhibit F – Food Service Program Proposed Budget Worksheet

OTHER

1. FSMC is free to show other pertinent information.
2. FSMC should describe their Catering program. FSMC will provide Catering on a “price per meal” basis agreed to by the requesting party and FSMC. FSMC shall have exclusive right to prepare catering in kitchen facilities, however, school groups may use “outside” caterers that prepare food outside the kitchen facilities. Sinks, water, trashcans, etc. may be used by outside caterers.

## STANDARD TERMS AND CONDITIONS

### As per USDA and MISSISSIPPI Child Nutrition Program Regulations

#### SCOPE AND PURPOSE

The Food Service Management Company ("FSMC") shall operate in conformance with the School Food Authority's ("SFA") Agreement with the USDA, and the Mississippi Department of Education.

The FSMC, as an agent of the SFA, shall have the exclusive right to operate the National School Lunch Program ("NSLP"), and/or School Breakfast Program ("SBP"), and/or Special Milk Program ("SMP") and/or the Summer Food Service Program ("SFSP") at the site(s) specified by the SFA.

The FSMC shall be an agent of the SFA and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

The food service provided shall be operated and maintained as a benefit to the SFA students, faculty and staff.

All income accruing as a result of payments by children and adults, federal reimbursement, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA food service account. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR 210.16 and OMB Circular A-102, Attachment O, Section 12.

The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the United States Department of Agriculture ("USDA"), and the Mississippi Department of Education regarding the Child Nutrition Programs.

The SFA shall retain control of the Child Nutrition Programs food service account and overall financial responsibility for the Child Nutrition Programs.

The SFA shall establish all selling prices for reimbursable and non-reimbursable meals/milk and Extra Food Sales prices. Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.

The FSMC shall provide additional food service, such as banquets, parties, and refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, and labor; and the FSMC overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions.

The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA food service with classroom instruction.

The FSMC shall comply with the rules and regulations of the USDA, and any additions or amendments thereto.

The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Consumer Services, USDA. Such statement shall in the case of a student with a disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions.

#### SIGNATURE AUTHORITY

The SFA shall retain signature authority for the application/agreement, to participate in the NSLP and/or SBP and/or SMP and/or SFSP.

The SFA shall retain signature authority for the Monthly Claim for Reimbursement.

#### FREE AND REDUCED PRICE MEALS POLICY

The SFA shall be responsible for the establishment and maintenance of the free and reduced price meal eligibility roster.

The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the Child Nutrition Program, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students and ensure the confidentiality of each student's eligibility at each school site under 7 CFR Part 245.8.

The FSMC shall assist the SFA in the distribution and collection of the parent letter and application for free and reduced price meals and/or free milk.

The SFA shall be responsible for requesting a direct certification list, if applicable, for use to determine eligibility for free/reduced meals without obtaining an application from the parent/guardian.

The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 CFR 210.16(a). The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.

The SFA shall be responsible to conduct any hearings related to determinations regarding eligibility for free and reduced price meals and free milk.

The SFA shall be responsible for verifying applications for free and reduced price meals as required by federal regulations.

The SFA shall be responsible for determining eligibility of all SFSP sites.

#### USDA DONATED FOODS

Any USDA donated foods received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA nonprofit school food service and summer food service programs and shall be fully utilized therein.

The SFA shall retain title to all USDA donated foods, as per USDA regulations.

The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA.

The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.

The FSMC shall select, accept and use USDA donated food in as large quantities as may be efficiently utilized in the SFA nonprofit food service, subject to approval of the SFA.

The FSMC shall account for all USDA donated foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA donated foods.

The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.

#### HEALTH CERTIFICATIONS

The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

The FSMC shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SFA, if approved by the SFA, in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16(c).

#### MEALS

- A. The FSMC shall serve reimbursable meal pattern lunches pursuant to the National Food and Nutrition Program. For purposes of this proposal, lunch and breakfast prices will be provided in the Financial Plan format to be used by FSMC.

- B. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- C. The SFA shall retain control of the quality, extent, and general nature of the food service.
- D. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP and/or NSLP. The FSMC shall offer free meals to all eligible children participating in the SFSP.
- E. In order for the FSMC to offer Extra Food Sales food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
- F. The FSMC shall serve reimbursable lunches pursuant to the NSLP and Mississippi Child Nutrition Program.
- G. The FSMC shall serve reimbursable breakfasts pursuant to the SBP.
- H. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- I. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- J. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

#### BOOKS, RECORDS, & INCOME

- A. FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the fifth (5th) calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- B. The FSMC shall assume accountability and responsibility for:
  - 1. Daily bookkeeping and recording functions, including Federal reimbursement
  - 2. Profit and Loss Statements
  - 3. Annual Budgeting
  - 4. Cost and Inventory Controls
  - 5. Preparation of records for annual audit by SFA
- D. The FSMC shall prepare information necessary for school lunch claims for reimbursement from Federal agencies and maintain such records as the SFA will need

to support its claims for reimbursement under the Child Nutrition Program. SFA shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims for reimbursement.

- D. The FSMC shall request, receive and verify for payment all supplies used in conjunction with the food service program.
- E. The FSMC will provide monthly and other reports to the SFA that describe operating costs, meals per labor hour, meals served, etc.
- F. The District shall designate by name and title the employee whose responsibility it shall be to supervise and audit all financially related operations of the FSMC.
- G. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- H. The FSMC shall provide the SFA with a year-end statement.
- I. The SFA shall, at its own expense, conduct an internal audit of food, labor and other large expense items quarterly as well as performing random audits on smaller expense categories.
- J. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA single audit. The SFA will conduct the single audit at its own expense.
- K. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for inspection and audit by the SFA and/or any state or federal representatives and auditors.
- L. If audit findings regarding the FSMC records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit.
- M. The FSMC shall not remove federally required records from SFA premises upon contract termination.
- N. The SFA shall receive all income from the program(s) and deposit by the FSMC into the SFA cafeteria fund accounts.

#### EMPLOYEES

The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel

development, and hiring and termination of FSMC management and non-management staff. FSMC employee must pass drug screening and background checks that are acceptable to the SFA.

The FSMC shall provide Workers' Compensation coverage for its employees.

The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA premises as established by the SFA and which are furnished in writing to the FSMC.

The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA. The FSMC must outline the benefit packages offered to associates and how eligibility for benefits is determined. The FSMC should explain how they calculate hours to determine an associate as full time.

The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All food service employees shall comply with all rules of the SFA.

The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.

The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner, which is detrimental to the well-being of the students. Such removal cannot contravene any Federal, State, or local employment laws.

In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.

All FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

## MONITORING

The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations.

The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract, and must be made available to the Auditor General, the USDA, and the SFA upon request for the purpose of auditing, examination, and review.

## USE OF ADVISORY GROUP/MENUS

The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board comprised of students, teachers, and parents to assist in menu planning.

The FSMC must comply with the twenty-one (21) day menu shown in their proposal. Any changes made by the FSMC after the first twenty-one (21) day menu for the NSLP and/or SBP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

## USE OF FACILITIES, INVENTORY, REPAIRS, EQUIPMENT & STORAGE

The SFA will make available without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.

The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs.

The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, kitchen utensils.

The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.

The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.

The FSMC shall maintain adequate storage practices, inventory and control of USDA donated foods in conformance with the SFA agreement with the USDA.

The SFA shall provide the FSMC with local telephone service.

The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.

SFA shall be responsible for any losses including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.

The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.

The SFA shall have access, with or without notice, to all of the SFA facilities used by the FSMC for purposes of inspection and audit.

The FSMC shall not use the SFA facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment & commodities owned by the SFA.

The SFA will provide a physical inventory of supplies and equipment available for use by the FSMC.

The FSMC shall surrender to the SFA upon termination of the contract all equipment and furnishings in good repair and condition.

The FSMC shall replace expendable equipment up to the agreed budgeted amount between the District and the FSMC.

All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

The FSMC shall recommend to the SFA the purchase of new or replacement equipment as needed.

The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, rules and regulations of Federal, and local authorities.

#### Repairs-SFA:

1. Maintenance of equipment in need of repair.
2. Maintaining the facilities in a good state of repair and free from vermin.
3. The District shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered food equipment.

#### Repairs – FSMC

The FSMC will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility.

## PURCHASES

The FSMC shall purchase all food and non-food commodities at the lowest price possible consistent with maintaining quality standards.

The SFA shall receive any discounts or rebates for purchases made on their behalf.

Purchase Specifications-The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA food service program. The grade, purchase unit, style, weight, ingredients, formulations, etc., as agreed by the SFA shall be compiled with by the FSMC. The minimum procurement specifications are listed on Schedule 2.

This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

## SANITATION

The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.

The SFA shall remove all garbage and trash from the designated areas.

The FSMC shall clean the kitchen and serving areas as indicated in Schedule 1.

The FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, state and local authorities, including laws related to recycling.

The SFA shall clean ducts and hoods above the filter line.

The SFA shall provide extermination services as needed.

The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

The FSMC shall maintain safety programs for employees as required.

The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.

## LICENSES, FEES & TAXES

The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from

payment of such taxes and fees.

The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

The FSMC shall comply with all SFA building rules and regulations.

The SFA shall obtain and post all applicable health permits for its facilities.

#### NON-DISCRIMINATION

Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, SMP, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

#### EMERGENCY CLOSING

The SFA shall notify the FSMC of any interruption in utilities that it has knowledge.

The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to emergency situations.

#### NON-PERFORMANCE BY FSMC

In the event of the FSMC nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

The FSMC shall pay the SFA the full amount of any meal over-claims which are attributable to the FSMC negligence, including those over-claims based on review or audit findings which occurred during the effective dates of original and renewal contracts.

#### CERTIFICATIONS

The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40)

hours in any work week.

The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.

The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR, Part 250.

#### MISCELLANEOUS

This contract shall be construed under the laws of the State of Mississippi. Any action or proceeding arising out of this contract shall be heard in the appropriate court.

The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.

No provision of this contract shall be assigned without prior written consent of the SFA.

Any silence, absence or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g. food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of the contract and proposal specifications.

The SFA shall be responsible for ensuring the resolution of program review and audit findings.

:

Either party upon sixty (60) days written notice without cause may terminate the agreement. Also, the agreement may be terminated upon thirty (30) days written notice by either party for cause. Notice shall be deemed complete when given to the management of the local office of the contracted vendor or the Superintendent of Education of the school district.

## XXI BASIC FSMC REQUIREMENTS

The intent of this request for proposal is to provide food services to the SFA and to cooperatively plan and implement a high quality food services program. The following conditions must be met at a minimum and addressed in proposals:

- A. The FSMC must be of sufficient size and expertise to furnish the resources needed to aid the SFA in managing a food services operation.
- B. The FSMC must be licensed to do business in the State of Mississippi.
- C. The FSMC must have been doing business for five consecutive years or more with schools.
- D. Any interested FSMC must be presently operating a minimum of ten successful school lunch programs, or equivalent program.
- E. Any interested company must be willing to provide a performance bond for the amount of \$250,000 should it be awarded. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
- F. Annual reports of financial statements certified by a licensed public accountant for the past three consecutive years must be included with the proposal.
- G. The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing facilities, selecting and procuring food service equipment, nutrition, menu planning, on-site production, quality control, employee supervision, staff management training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.
- H. All proposals shall be valid and may not be withdrawn for sixty (60) days.

## XXII NUTRITION EDUCATION

The FSMC shall promote the nutritional education aspects of the SFA food service program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction.

## XXIII INSURANCE

- A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Mississippi. A certificate of insurance indicating these amounts must be submitted at the time of award.
- B. Comprehensive General Liability - includes coverage for:
  - 1. Premises-Operations

2. Products/Completed Operations
  3. Contractual Insurance
  4. Broad Form Property Damage
  5. Independent Contractors
  6. Personal Injury
- \$1,000,000 Combined Single Limit
- C. Automobile Liability  
\$1,000,000 Combined Single Limit
- D. Worker's Compensation and Employer's Liability
1. Worker's Compensation - Statutory
  2. Employer's Liability - \$1,000,000
- E. The SFA shall be named an additional insured on all required insurance policies.
- F. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect. A Certificate of Insurance of the FSMC insurance coverage shall be furnished to the SFA the time of award.

## COST RESPONSIBILITY MATRIX SCHEDULE 1

The following are to be charged to the SFA Food Service program. This checklist indicates responsibility for direct payment/purchase of each category.

<b>FOOD</b>	<b>FSMC</b>	<b>SFA</b>
Food Purchasing .....	X	
Processing of Invoices .....	X	
Payment of Invoice .....	X	
USDA Administrative Charges (charged to Food Service) .....	X	
USDA Processing Charges (charged to Food Service) .....	X	
USDA Delivery Charges (charged to Food Service) .....	X	
 <b>LABOR</b>		
Payment of Hourly Regular full-time Wages .....	X	
Payroll Taxes of Hourly Employees .....	X	
Fringe Benefits and Insurance of Hourly Employee .....	X	
Preparation of Hourly Employees Payroll .....	X	
Processing of Hourly Employees Payroll .....	X	
Workers' Compensation for Hourly Employees .....	X	
 <b>ADDITIONAL ITEMS</b>		
China/Silver/Glassware - Original Purchase to Inventory		
Level Required for Operation .....		XX
China/Silver/Glassware - Replacement During Operation .....		XX
Telephone – Local .....		XX
Telephone - Long Distance .....		XX
Removal of Trash and Garbage from Kitchen .....	X	
Removal of Trash and Garbage from Premises .....		XX
Replacement of Expendable Equipment (Pots, Pans, etc.) .....		XX
Replacement of Non-Expendable Equipment .....		XX
Products and Public Liability Insurance .....	X	
Cost of Repairing Equipment .....		XX
Provide Vehicle and Operating Expenses for Satellite service	X	
Uniforms .....	X	
Printing .....	X	
Travel (FSMC) - Required as Requested .....	X	
Travel (SFA) .....		XX

**Schedule 1 (cont.)**

<b>SUPPLIES</b>	<b>FSMC</b>	<b>SFA</b>
Detergent .....		XX
Other Cleaning Supplies .....	X	
Paper Supplies .....	X	
Menu Paper and Printing .....	X	
Postage .....	X	
Taxes/Licenses (as per local governance) .....	X	XX
Pest Control .....		XX
Utilities .....		XX
 <b>CLEANING</b>		
Ceiling, Light Fixtures and Fans .....		XX
Dishwashing .....	X	
Equipment .....	X	
Hoods (above the filter line) .....		XX
Floors .....	X	XX
Rest Rooms .....		XX
Vent from Hoods to Outside .....		XX
Walls .....		XX
Kitchen/Serving Area .....	X	
Cafeteria/Dining Area .....		XX

## **PROCUREMENT SPECIFICATIONS SCHEDULE 2**

### **Minimum Food Specifications**

Meat/Seafood - All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of the USDA.

Dairy Products: All dairy products must be Government inspected.

- Fresh eggs, USDA Grade A or equivalent, 100% candled.
- Frozen eggs, USDA inspected.
- Milk pasteurized Grade A.

Fruits and Vegetables:

- Fresh fruits and vegetables selected according to written specifications for freshness, quality and color - U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements U.S. Grade A Choice or Fancy (Fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products:

- Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries:

- Staple groceries to be a quality level commensurate with previously listed standards.

**PRICE LIST  
SCHEDULE 3**

**Student Lunch**

Lunch Price	\$2 .60
Reduced Lunch	.40
Milk	.50

**Adults**

Lunch Price	\$3.25
Milk	.50

**Breakfast**

Paid	1.25
Reduced	.30
Adult	2.00

**SERVING TIMES  
SCHEDULE 4**

<b>SCHOOL</b>	<b>ENROLLMENT</b>	<b>NORMAL SERVING TIMES</b>	
		<b>Breakfast</b>	<b>Lunch</b>
<b>BILOXI HIGH</b>	1745	7:30 – 8:00	11:49 – 1:10
<b>BILOXI JR. HIGH</b>	986	7:30 – 8:00	11:49 – 1:10
<b>BILOXI UPPER ELEMENTARY</b>	970	6:55 – 7:30	10:40 – 12:00
<b>NORTH BAY ELEMENTARY</b>	752	8:20 - 8:45	11:15 – 1:00
<b>JEFF DAVIS ELEMENTARY</b>	635	8:05 - 8:45	10:55 – 1:00
<b>GORENFLO ELEMENTARY</b>	285	6:50 - 7:25	10:40 – 11:45
<b>POPPS FERRY ELEMENTARY</b>	579	6:50 - 7:25	10:45 – 12:30
<b>NICHOLS ELEMENTARY</b>	281	6:50 - 7:45	10:10 – 11:45

## **EXHIBIT A**

### **Reimbursement Claim Forms (Aug-Dec 2019)**

## **EXHIBIT B**

### **Wage & Hour Schedule**

**EXHIBIT C**

**June 30, 2018 Financial Statement**

**EXHIBIT D**

**2019-20 School Calendar**

**EXHIBIT E**  
**Daily Participation - Lunch, Breakfast,**  
**Other Revenue by Site**

## **EXHIBIT F**

### **Financials**

## **EXHIBIT G**

### **Enrollment**

## **EXHIBIT H**

### **Ala Carte Revenue**